



ROBERT L. QUINN
COMMISSIONER

State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

RICHARD C. BAILEY, JR.
ASSISTANT COMMISSIONER

EDDIE EDWARDS
ASSISTANT COMMISSIONER

February 6, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Safety, Division of Motor Vehicles to enter into a sole source no-cost Memorandum of Agreement (MOA) renewal with the University of New Hampshire in Durham NH to provide a commercial vehicle driver license (CDL) applicant testing range for the Bureau of Driver Licensing. Effective upon Governor and Executive Council approval on July 1, 2023 through June 30, 2025.

EXPLANATION

This sole source MOA will continue to provide a CDL testing range for applicants in the greater seacoast area that want to apply for a CDL license. The MOA allows the DMV to layout/paint a testing range on the West Edge Parking lot pavement and install a portable office for the CDL Examiners. UNH also provides a Motorcycle Rider Education Program training range for the Division of Motor Vehicles under a separate MOA. Both the University of New Hampshire and the Division of Motor Vehicles benefit from this MOA. UNH student applicants for a passenger bus driver license can test at test at their own facility.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Robert L. Quinn".

Robert L. Quinn
Commissioner of Safety

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is made by and between The State of New Hampshire, University of New Hampshire, acting by and through its Provost & Vice President of Academic Affairs, its successors and assigns forever, (UNH), and State of New Hampshire, Department of Safety, Division of Motor Vehicles acting by and through its Commissioner, its successors and assigns forever, (DOS-DMV), collectively, as authorized by the New Hampshire Attorney General.

WHEREAS, UNH owns real property located in Durham, New Hampshire including a flat, level, paved parking area known as West Edge Lot; and

WHEREAS, the DOS-DMV conducts commercial vehicle driver testing at various locations around the State of New Hampshire; and

WHEREAS, the DOS-DMV is in need of a large, level, paved area without obstructions in the Durham / Seacoast area; and

Now, THEREFORE, in consideration of the above promises and in further consideration of the agreements herein set forth by and between the parties hereto, it is mutually agreed as follows by and between the parties hereto:

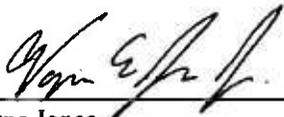
1. UNH shall make available a portion of the West Edge Lot, for the DOS-DMV commercial vehicle driver testing, year round, on each Thursday from approximately 7:00A.M. until 4:00P.M.
2. UNH will place temporary signage at NH 155A and West Edge Drive leading to the West Edge Lot on Thursday mornings. Any vehicles or obstructions in the portion of West Edge Lot used by the DOS-DMV for driver testing will be removed by UNH prior to the commencement of testing.
3. DOS-DMV will be allowed to paint colored course markings on the West Edge Lot to layout the testing course.
4. DOS-DMV will be allowed to place a temporary office container, approximately twenty feet in length, to be used during the testing sessions.
5. UNH will supply electrical service and power to the temporary office container.
6. UNH may use the temporary office container during the UNH CDL training sessions, that do not conflict with DOS-DMV testing sessions.
7. DOS-DMV shall remove all cones and related supplies from the parking area and store them properly at the end of each testing session.
8. UNH will make available the restrooms for DOS-DMV employee use only, located in 11 Leavitt Lane adjacent to West Edge Lot.
9. DOS-DMV will allocate a minimum of two (2) slots per each testing session for authorized UNH personnel and/or students to complete the commercial vehicle driver testing, subject to prior completion and passing of all required tests and payment of all required fees.
10. DOS-DMV will be responsible for bringing its own equipment and supplies required for testing to West Edge Lot and removing the equipment from the parking lot and storing it in the DOS-DMV container(s).
11. DOS-DMV shall be responsible for the direct payment of the DOS-DMV personnel scheduled for each testing session.
12. UNH shall maintain the portion of the West Edge Lot used for driver testing, including any necessary repairs and snow and ice removal during the Winter months.

13. If UNH should require use of the lot on a testing day, UNH shall provide the DOS-DMV with a minimum of sixty (60) calendar days notification if the West Edge Lot is not available for DOS-DMV use due to a scheduled UNH event.
14. The DOS-DMV contact for Driver Licensing, tel. # 227-4050, e-mail dos.admin@dos.nh.gov .
15. The UNH contact person is Beverly Cray, Manager of Transportation or her designee as assigned by the President of UNH, tel. # 862-1689, e-mail Beverly.cray@unh.edu.
16. Notwithstanding the foregoing, either party may terminate this MOA in advance of the termination date herein upon thirty (30) calendar days prior written notice to the other party.
17. There are no funds involved with this MOA.

This AGREEMENT, and all obligations of parties hereunder, shall become effective on July 1, 2023, and terminate June 30, 2025.

STATE OF NEW HAMPSHIRE
UNIVERSITY OF NEW HAMPSHIRE

By:



Wayne Jones
Provost & Vice President
Academic Affairs

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF MOTOR VEHICLES

By:



Robert L. Quinn
Commissioner

University of New Hampshire
 Re-delegation of Signature Authority
This delegation supersedes all prior delegations

Date: January 18, 2019

SIGNATURE AUTHORITY IS RE-DELEGATED AS FOLLOWS:

1. NAME and TITLE: **Wayne Jones, Provost and Vice President Academic Affairs**
2. INSTRUCTIONS: *Very Important!* Please refer to the reverse side of this delegation form.
3. TERM of AUTHORITY: **January 18, 2019** until revoked
4. SCOPE of AUTHORITY: Matters within the scope, responsibility and duties of your position and not beyond.
5. SOURCE of AUTHORITY: The By-laws of the University System of New Hampshire as amended by the Board of Trustees on March 8, 2000 and as delegated to the undersigned University of New Hampshire officer by the Vice Chancellor for Financial Affairs and Treasurer.
6. RE-DELEGATION OF AUTHORITY PERMITTED: X No; Yes—with notification to USNH Treasurer -- (limit of re-delegation: \$ N/A)
7. OTHER AUTHORITY GRANTED: Individual may; X may not waive insurance requirements
8. NATURE of AUTHORITY:

Document Types	Signature Authority	Dollar and Other Limitations Per Transaction
<u>Acquisition of Goods and Services from Outside Parties for Payment</u> Short-term facility use agreements (e.g. hotel contracts); purchases of commodities and services from corporations; agreements for artistic performances or services of individuals (independent contractor agreements) May also sign for all UNH colleges and Dimond Library in absence of the RC Unit head.	Yes	\$25,000; except \$100,000 for study away programs. Term of any agreement/contract/lease other than independent contractor agreements can be no longer than three years; for any agreement longer than one year, the total value of agreement must be considered when determining dollar value. Independent contractor agreements must have a term of one year or less.
<u>Provide Goods and Services to Outside Parties for Revenue</u> Contracts, leases, licenses, sponsored grants and contracts, renewals, agreements related to patents, copyrights, trademarks, servicemarks, licenses, land use and similar documents	No	\$ _____ Term of any agreement/contract/lease can be no longer than three years.
<u>Applications for Revenue Opportunities</u> Grant/contract applications or proposals for sponsored grants and contracts and similar documents	No	\$ _____
<u>Other Documents (not involving revenue or payment)</u> Student Internships	Yes	Term of any agreement/contract/lease can be no longer than three years.

Distribution: Original to Authorized Individual
 Copies to: President; BSC Director; UNH Procurement Services;
 USNH Officers; General Counsel; Controller

Approved
 By: Christopher D. Clement
 Christopher D. Clement
 Vice President of Finance and Administration

UNIVERSITY SYSTEM OF NEW HAMPSHIRE
Signature Authority Instructions

Overall Delegation of Authority. The Board of Trustees, through the bylaws of the University System of New Hampshire, has authorized the USNH Treasurer to execute all contracts, leases, grants, deeds, negotiable instruments and other legal documents on behalf of USNH and its component institutions. (Reference: OLPM – BOT.I.C.1)

Specific Delegation of Authority. This delegation grants the individual named on the reverse side the authority to make commitments only for the institution at which the individual is employed. As a steward of University of New Hampshire funds, the delegatee must follow sound business practices including accountability and compliance with USNH policies and procedures and any regulatory requirements which may pertain to the document being signed.

Please observe the following when signing a document.

1. Determine if the document is within your purview to sign.
2. Agreements/contracts for the following transactions require specific delegations and/or approvals:

Acceptance of gifts of any type	Hiring auditors and/or accountants
Acquiring an equity interest in start-up companies in exchange for the transfer of technology and other intellectual property	Hiring outside legal counsel
Banking services	Insurance
Borrowing instruments	Legal settlements
Calling of bonds	Loans and loan guarantees
Federal, state and local tax returns and other tax-related documents	Personnel benefits
	Purchases or sales of real property
	Stock transfer transactions
3. If prior approval by the Board of Trustees is required, do not sign until after the Board has enacted the approval.
4. Where dollar amounts are specified, multiple documents may not be processed for the same transaction in order to avoid such limits.
5. Non-revenue contracts require a source of funds and a purchase order.
6. The campus chief financial officer or his/her designee is the only campus official with authority to waive insurance requirements for independent contractors. That individual may not waive any other type of insurance or bonding requirement. If insurance is waived by the campus CFO, the campus will be fully responsible for the cost of any liability developed by the insurance waiver.
7. The University System of New Hampshire may indemnify and hold harmless the opposite party to an agreement or contract; however, USNH does not defend, and that term should be struck from any document.
8. In the event of conflicting language, the terms and conditions asserted by USNH shall govern.
9. USNH may agree to honor proprietary or confidentiality requirements only to the extent allowed by New Hampshire statute.
10. USNH may not accept financial liability with respect to any third parties who may be involved with the transaction at hand.
11. If the document requires that any legal matter or issue be governed by state laws other than New Hampshire's, the document must be reviewed by the USNH General Counsel or his/her designee prior to its being signed.
12. If a contract or agreement is non-routine in nature, or could have major financial or other implications, the USNH Treasurer or, his/her designee must review the document. Individuals shall sign these contracts or agreements only after receiving approval from the USNH Treasurer.
13. All fully executed contracts are to be on file in the USNH Purchasing and Contract Services database.
14. No work may be performed until a contract has been fully executed. All non-revenue contracts will also require that a PO be entered into Banner. For those contracts where work will be performed at a USNH institution, a certificate of insurance must also be on file before work may begin.
15. All contracts, memoranda of understanding, agreements, and similar documents between UNH and other parties are subject to applicable USNH and UNH legal, procurement and UNH business service center process, policies and review prior to signatory approval and must be on file with USNH Purchasing and Contract Services.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/1/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fred C. Church Insurance 41 Wellman Street Lowell MA 01851	CONTACT NAME: Josh Trowbridge	
	PHONE (A/C No, Ext): 800-225-1865	FAX (A/C, No): 978-454-1865
E-MAIL ADDRESS: jtrowbridge@fredchurch.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: United Educators Insurance		10020
INSURED University System of New Hampshire 5 Chenell Drive, Suite 301 Concord NH 03301	UNIVSYS-01 INSURER B: Acadia Insurance Company	31325
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 888533626

REVISION NUMBER:

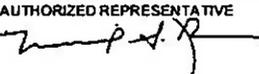
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			E0195B	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAA5267641	11/1/2022	11/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 1,000,000			E0195B	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 30,000,000 AGGREGATE \$ 30,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Educators Legal Liability			E0195B	11/1/2022	11/1/2023	Each Occurrence \$1,000,000 Aggregate \$3,000,000 Ea. Occ. / Aggregate \$30,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of insurance University of New Hampshire at Durham, University of New Hampshire at Manchester, Keene State College, Plymouth State University, NHPB, New Hampshire Public Television (NHPTV), University of New Hampshire Foundation, Inc., UNH Alumni Association, Center for Public Responsibility, and Corporate Citizenship, Granite State College, New Hampshire Fiber Network, Inc. (NHFN, Inc.)

CERTIFICATE HOLDER

CANCELLATION

State of NH Department of Safety 33 Hazen Drive Concord NH 03305 US	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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